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JOHN A. STALFORT
410-385-3424

July 8, 1997

RECORDATION NO. 18914-A FILED

JUL 9 '97

10-25 AM

RECEIVED
SURFACE TRANSPORTATION
BOARD

via FEDERAL EXPRESS

Surface Transportation Board
1925 K Street, N.W.
Washington, D.C. 20423-0001
Attention: Mrs. Janice Fort

Re: Our File No.: 258-1747

Dear Mrs. Fort:

Enclosed for recordation as a secondary document pursuant to the provisions of 49 U.S.C. §11301(a) are one original and one notarized copy of the following document:

Amendment No. 1 to Railroad Equipment Lease dated June 9, 1997 by and between DJJ Transportation Services, Inc. (300 Pike Street, Cincinnati, Ohio 45202-4214) and Martin Marietta Materials, Inc. (P.O. Box 30013, Raleigh, North Carolina 27622-0013) which relates to the Memorandum of Railroad Equipment Lease Agreement dated June 7, 1994 between The David J. Joseph Company (300 Pike Street, Cincinnati, Ohio 45202-4214) and Martin Marietta Materials, Inc. (P.O. Box 30013, Raleigh, North Carolina 27622-0013) which was recorded with the Surface Transportation Board on July 25, 1997 at 10:00 a.m., under Recordation No. 18914.

Also enclosed is a check in the amount of \$24.00 to cover the costs of recording this document.

Once this document has been recorded, please return the same to the undersigned.

Thank you for your prompt attention to this matter. Please call me at (410) 385-3425 if you have any questions.

Sincerely,

John A. Stalfort
John A. Stalfort

JAS:mes
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

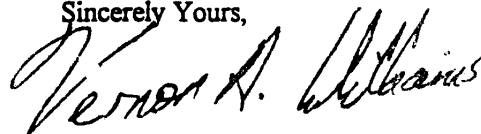
John A. Stalfort, Esq.
Miles & Stockbridge
10 Light Street
Baltimore, Maryland 21202-1487

DATE: 7/9/97

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 7/9/97 at 10:25AM, and
assigned recordation number(s). 18914-A.

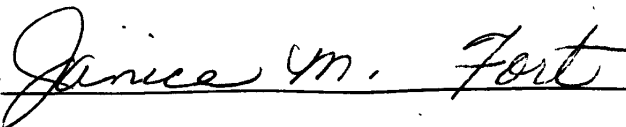
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$ 24.00 The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount paid.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



RECORDATION NO. 18914-A FILED

JUL 9 '97 10-25 AM

STATE OF MARYLAND

SS:

CITY OF BALTIMORE

THIS IS TO CERTIFY that the attached Amendment No. 1 to Railroad Equipment Lease is a true and complete copy of such Amendment No. 1 to Railroad Equipment Lease.

WITNESS my hand and seal this 8th day of July, 1997.

Michelle E. Sperato
Notary Public

My Commission Expires: January 28, 2001

RECORDATION NO. 18914-A FILED

JUL 9 '97 10-25 AM

**AMENDMENT NO. 1
TO
RAILROAD EQUIPMENT LEASE**

This Amendment No. 1 to the Railroad Equipment Lease ("Amendment No. 1"), is entered into this 9th day of June, 1997, by and between DJJ TRANSPORTATION SERVICES, INC. (a subsidiary of THE DAVID J. JOSEPH COMPANY), a Delaware corporation (hereinafter referred to as "Lessor") and MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation (hereinafter referred to as "Lessee"), amending that certain Railroad Equipment Lease (the "Lease") covering the thirty (30) railcars, which are subject to the Lease (the "Units") dated March 14, 1994.

RECITALS:

- A. Lessor and Lessee are parties to the Lease pursuant to which thirty (30), railcars, (described in Exhibit A to the Lease) were leased by Lessor to Lessee.
- B. The parties desire to extend the Term of the Lease for the Units and to amend certain other provisions of the Lease.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. All terms defined in the Lease shall have the meanings defined therein when used in this Amendment.
- 2. The Term of the Lease for the Units shall be extended from through ("Extended Term"). All references to the "Term of this Lease" in the Lease shall be deemed to include the Extended Term.
- 3. Effective and continuing through the Extended Term, the Base Rental of specified in Exhibit B of the Lease shall be

4. The first paragraph of Section 6 of the Lease shall be amended to read in its entirety as follows:

" Lessee agrees, for the benefit of Lessor, to comply in all respects with all laws or rules of the jurisdictions in which operations involving any Unit subject to this Lease may extend. Lessee shall and does hereby indemnify and hold harmless Lessor from and against any and all liability that may arise from any infringement or violation of any such laws or rules by Lessee, its agents or employees. In the event that such laws or rules require any alteration, change, modification or enhancement of any nature whatsoever to the Units or any Unit, Lessor shall make such alternations, changes, modifications and enhancements (collectively "Modifications") at its own expense and adjust Lessee's monthly rental rate

5. Section (ii) of the first paragraph of Section 16 shall be amended to read in its entirety as follows:

"(ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, the Surface Transportation Board, the Department of Transportation, and any other legislative, administrative, judicial, regulatory or governmental body having jurisdiction in the matter,"

6. Section 19(i) shall be amended to read in its entirety as follows:

"With the exception of rent under Section 2 of the Lease and ad valorem taxes under Section 8 of the Lease, notwithstanding anything else contained in this Lease to the contrary, neither party shall be liable for failure to perform any obligations herein contained by reason of labor disturbances (including strikes and lockouts), war, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, governmental regulations or interference, or any cause whatsoever beyond that party's reasonable control."

7. Exhibit F of the Railroad Equipment Lease shall be amended to read in its entirety as follows:

"The Casualty Settlement Value for the equipment covered under this Lease shall be in accordance with Rule 107 of the Association of American Railroads."

8. Except as expressly modified by this Amendment, all terms and provisions of the Lease shall remain in full force and effect.

This Amendment may be executed by the parties hereto in any number of counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

Martha S. Blain
Melley B. Bacon

Signed and acknowledged
in the presence of:

George E. Holt III

LESSOR

DJJ TRANSPORATION SERVICES, INC.

BY: James H. Goetz
NAME: James H. Goetz
TITLE: Vice President
DATE: 6/9/97

LESSEE

MARTIN MARIETTA MATERIALS, INC.

BY: Stephen P. Zelnak Jr
NAME: Stephen P. Zelnak, Jr
TITLE: Chairman, CEO
DATE: 6/10/97

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this 9th day of June, 1997, by James H. Goetz, the Vice President of DJJ Transportation Services, Inc., on behalf of the corporation.

Dianna L. Tobler
Notary Public

DIANNA L. TOBLER
Notary Public, State of Ohio
My Commission Expires June 7, 1999

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF Wake)

The foregoing instrument was acknowledged before me this 18th day of June, 1997, by George E Holt III, the MANAGER, TRANSPORTATION of Martin Marietta Materials, Inc., a North Carolina corporation, on behalf of the corporation.

Margaret M. Lannen
Notary Public